

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF WASHINGTON
(hereinafter "Participating State")

T12-MST-685

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1. **Scope/Background:** Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. **Participation:**

(a) Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

(b) **INDIVIDUAL CUSTOMER:** Each State agency, political subdivision and authorized non-profit, acting as a Buyer, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each Buyer will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each Buyer will be responsible for their own charges, fees, and liabilities. Each Buyer will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Buyer individually.

3. **Participating State Modifications or Additions to Master Service Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating State.)

A. **Changes to the Master Service Agreement.** The following changes are made to the terms of the Master Service Agreement:

- 1) The following sentence is added to the end of Section 12, "Notwithstanding the foregoing, Participating Entities may remit payment by mail or other methods mutually acceptable to the Parties.

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- 2) The following sentences are hereby **deleted** from Section 17, Delivery:
The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.
- 3) The period of retention set forth in Section 20.c. will be six (6) years.
- 4) Section 23, Limited Liability, subsection (ii) is amended to read as follows:
"ii. In no event is Contractor, Participating State, Participating Entity or Buyer liable to each other for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract."
- 5) The following paragraph is added to the end of Section 30, Assignment/Delegation:
DES may assign this Addendum to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Participating State of any of its duties and obligations hereunder.
- 6) In the first sentence of Section 32, Patents, Copyrights, Etc., "Buyers under the State of Washington's Participating Addendum," is inserted after "Lead State,".

B. Changes to Attachment AA. The following changes are made to the terms of the Attachment AA – Contractor's Special Terms and Conditions:

- 1) The following is added to the end of Section 7, Use of Name, Service Marks, Trademarks:
The award of this Addendum to Contractor is not in any way an endorsement of Contractor or Contractor's products by Participating State or any Buyer and shall not be so construed by Contractor in any advertising or other publicity materials except as agreed to in writing by Participating State or the applicable Buyer. Contractor agrees to submit to Participating State or a Buyer under the State of Washington Participating Addendum, all advertising, sales promotion, and other publicity materials relating to this Addendum or any Products or Services furnished by Contractor wherein the name of Participating State or such Buyer is mentioned. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Participating State or applicable Buyer prior to such use.
- 2) The following is added to the end of Section 9.1, Nondisclosure: "Notwithstanding anything to the contrary herein, Participating State provides information technology

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services to Buyers as required under RCW 43.19, as amended. Confidential Information provided hereunder may be used (but not disclosed in violation of this provision) by Participating State in providing these services to the extent necessary to provide the services. Contractor acknowledges and agrees that such use is acceptable under this Addendum, subject the Participating State's compliance with applicable State and Federal law."

- 3) The following is added to end of Section 10.1, Unauthorized Access / Hacking: "Sprint represents and warrants that its Network security meets or exceeds industry security standards."

- C. **Administrative Fee.** As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the following address: 1500 Jefferson Street SE, Olympia, WA 98504. If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. The Participating State's right to earn, and Contractor's obligation to collect and pay to Participating State, the State Admin Fee ceases as of the effective date that (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party. The Participating State shall be entitled to receive the State Admin Fee through the effective date of termination.

- D. **Summary Report.** Contractor will provide a Quarterly Summary Report ("Summary Report") on a quarterly basis 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The Summary Report shall identify:
- 1) This Participating Addendum number;
 - 2) The month in which the CL Wireless Spend occurred;
 - 3) Each Buyer, identified by state, local or educational entity, making purchases during the reporting quarter;
 - 4) The CL Wireless Spend (excluding tax) for each Buyer;
 - 5) The State Admin Fee for each Buyer;

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6) The total sum of all CL Wireless Spend (excluding tax) for all Buyers for the quarter;
and

7) The total amount of the State Admin Fee for the quarter.

Summary Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov

- E. **Usage Report.** Contractor shall also provide reports on the usage of the Services acquired under this Addendum ("Usage Report"). For all Buyers and devices for which Contractor provided Services at any point during the Usage Report period, the Usage Report shall identify:
- a. The name of each Buyer purchasing Services from Contractor;
 - b. If different from a., the name of each account holder;
 - c. Each device phone or ID number for which Contractor provided Services;
 - d. A description of the device type;
 - e. Average monthly usage data during the Usage Report period for the following:
 - i. Minutes used;
 - ii. Amount of data downloaded; and
 - iii. Number of texts sent and received.
 - f. The annual expense associated with each phone or device based on the average monthly charges during the Usage Report period.

The Usage Reports shall be due on a quarterly basis in accordance with the schedule set forth in Section 3.D., above.

Usage Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov.

- F. **Failure to Remit Reports/Fees.** Failure of Contractor to remit the Summary Report together with the State Admin Fee may be considered a failure to perform on the part of Contractor, which may result in Participating State terminating this Participating Addendum with Contractor in accordance with Section 21 of the Master Service Agreement.

- G. **Washington Public Records Act.** Contractor acknowledges that Participating Entities under this Addendum are subject to chapter 42.56 RCW and that this Addendum shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be confidential information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, Participating Entities under this Addendum shall maintain the confidentiality of all such information marked confidential information. If a public disclosure request is made to view Contractor's confidential information, the requested Buyer

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will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, such Buyer will release the requested information on the date specified.

- H. **Service Plan Price List.** In addition to any other Product or Service price list submitted to Participating State, Contractor will provide a price list for cellular services (voice and/or data) using the template attached to this Addendum as Exhibit B. Contractor will provide an updated Service Plan Price List each time there is a change in the plans being offered by Contractor and available for purchase under this Addendum, including but not limited to any change in features, included minutes or data limits, or any change in recurring or overage or additional charges.
- I. **Rebates.** Under no circumstances may refund or rebate incentives be given to individuals for CL Account purchases. Any refunds or rebates and related forms must be issued to the Buyer at the address specified on the Purchase Order.
- J. **Marketing.** Contact information for individual end users of the Services, including without limitation, names, addresses, email addresses and telephone numbers, shall not be used for the purposes of marketing non-contracted products or services outside the Total Service Relationship, either by Contractor or third parties, without the explicit consent of such end users.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

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Contractor

Name	Ellen Braun
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	425-518-2390
Fax	425-278-2001
E-mail	Ellen.Braun@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Sylvia Sammons
Address	1500 Jefferson Street SE Olympia, Washington 98504-1408
Telephone	360-407-8226
Fax	360-407-9174
E-mail	Sylvia.Sammons@DES.WA.Gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement #1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); (3) an acknowledgement by each non-State entity Buyer that by purchasing under this Addendum the Buyer agrees to allow Contractor to provide the State with Buyer's CPNI; and (4) Purchase order amount.

All invoices will contain the following mandatory language: (1) Buyer's name, address and Order Number; (3) Contractor name, address, phone number, and Federal Tax Identification Number; (4)

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description of Products, including quantity ordered; (5) description of Services provided; (6) date(s) of purchase of Products or Services; (7) price for each item; (8) total purchase price; (9) discount for E-rate, if applicable; (10) applicable taxes; (11) other applicable charges; (12) total invoice amount; and (13) payment terms including any available prompt payment discounts.

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: T12-MST-685 and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

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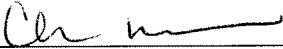
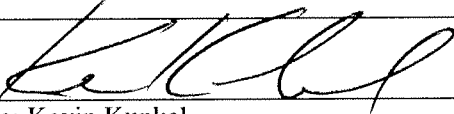
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF WASHINGTON:	SPRINT SOLUTIONS, INC.:
By: 	By: 
Name: Christine Warrack	Name: Kevin Kunkel
Title: Chief Procurement Officer	Title: Regional Vice President
Date: 11/5/12	Date: 10/9/12

Sprint — Approved
as to Legal Form

KAC - 9 Oct 2012

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO BUYER/ENTITY LETTERHEAD]

<Date>

<Agency Name>

<Contracting Officer or Authorized POC- insert Name & Title>

<Street Address>

<City>, <State> <ZIP Code>

<Insert Phone Number>

<Email>

Dear <Insert Sprint Sales Rep Name>.

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907**, dated _____, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Washington**.

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Washington**; (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name]; and (4) Sprint is authorized to provide account information (including CPNI) to the State of Washington.

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>